

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.



First American

COMMITMENT FOR TITLE INSURANCE ISSUED BY

American Title Service Agency, LLC.
as agent for First American Title Insurance Company

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when Policy is issued and then our obligation to you will be under the Policy.

Our obligation under the Commitment is limited by the following:

- The Provisions in Schedule A
- The Requirements
- The Exceptions in Schedule B – Parts 1 and 2
- The Conditions

This Commitment is not valid without SCHEDULE A and Parts 1 and 2 of SCHEDULE B.

SCHEDULE B – EXCEPTIONS

Part One of Schedule B will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Plain Language Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

Part One: (For use with 2006 ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Part One: (for use with 1992 and prior ALTA policies)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

REQUIREMENTS

(Standard)

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this commitment who will get interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(Continued on Requirements Page)

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, or liability will be limited to your actual loss caused by your relying on this commitment when you acted in good faith to:

Comply with the Requirements

Or

Eliminate with our written consent any exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

First American Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Order Number: **00103742-057-TW1**

1. Commitment Date: **October 29, 2018 at 8:00 A.M.**
2. Policy or Policies to be issued: Amount
 - a. **ALTA 2006 Standard Owner's Policy** **\$1,614,300.00**
Proposed Insured:
CITYOF SCOTTSDALE, ARIZONA , a municipal corporation
 - b. **None** **\$0.00**
Proposed Insured:
 - c. **None** **\$0.00**
Proposed Insured:
3.
 - a. The estate or interest in the land described in this Commitment is:
A FEE
 - b. Title to the said estate or interest at the date hereof is vested in:
TRIPLE C AIRPARK PROPERTIES, LLC, an Arizona limited liability company
4. The land referred to in this Commitment is situated in the City of Scottsdale, County of Maricopa, State of Arizona, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

**Note: Please direct all inquiries and correspondence to
Tanya Whitney
(602) 424-7225**

AMERICAN TITLE SERVICE AGENCY, LLC.,
issuing agent for First American Title Insurance Company
By: Julie Barnes
Serviced by: **Julie Barnes**

**SCHEDULE B – Part One
REQUIREMENTS**

For the current tax information Maricopa County Treasurer
please, prior to recording, contact: 301 W. Jefferson
Phoenix, AZ 85003

Phone No.: (602) 506-8511
(treasurer.Maricopa.gov)

TAX INFORMATION:

Parcel No.: 215-56-047
Year: 2018
Taxes are paid

1. FURNISH an Affidavit of No Outstanding Loans, no open deeds of trust were found. Please verify by inquiry of the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
2. RECORD Deed from Triple C Airpark Properties, LLC an Arizona limited liability company to City of Scottsdale, Arizona, a municipal corporation.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

NOTE: Documentation for Triple C Airpark, LLC is on file with the Arizona Corporation Commission.

John R. Levitz, Manager

NOTE: There is located on said land Warehouse purportedly known as
14818 NORTH 74TH STREET
Scottsdale, AZ 85260
(No assurances or guarantees are given or implied as to the validity or accuracy of the purported property address)

NOTE: Pursuant to Arizona Revised Statutes 11-1180, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

- (a) Print must be ten-point type or larger.
- (b) Margins of at least one-half inch along all sides, including top and bottom, except the top of the first page which must be at least two inches for recording and return address information. The margin must be clear of all information including but not limited to, notaries, signatures and page numbers.
- (c) Each instrument shall be no larger than eight and one half inches wide and fourteen inches in length.

SCHEDULE B – Part Two

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. EASEMENTS for public utilities as shown on the recorded plat of said subdivision.
2. All matters as shown on the Map of Dedication recorded in Book 1303 of Maps, page 19
3. Terms and provisions of instrument between City of Scottsdale and Triple C. Airpark Properties pertaining to noise and avigation easement and covenant recorded in Document No. 2008-365726
4. DECLARATION OF RESTRICTIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket	9255
Page	230
Amendment in Docket	11254
Page	402
Amendment in Docket	12265
Page	1169

The map attached, if any, may or may not be a survey of the land depicted hereon. **First American Title Insurance Company** expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

EXHIBIT A

Legal Description

Lot 47, of THUNDERBIRD INDUSTRIAL AIRPARK NO. 3, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 145 of Maps, page 28.

EXCEPTING all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials as reserved in instrument recorded in Docket 1185, page 139.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Minnesota Title Company, an Arizona corporation as Trustee under Trust 762, acting pursuant to the directions of Landel, Inc., in accordance with the terms and provisions of Paragraph 21 of that certain Declaration of Restrictions recorded in Docket 9255, page 230, records of Maricopa County, Arizona, desiring to amend and establish the nature of the use and enjoyment of the property described therein, does hereby declare that

Lots Thirty-one (31) through Seventy-two (72) inclusive, THUNDERBIRD INDUSTRIAL AIRPARK No. 3, according to the plat of record in the office of the Maricopa County Recorder in Book 145 of Maps, page 28, are subject to the following express covenants, stipulations and restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. Uses of said property shall be as specified in the current applicable City of Scottsdale Zoning Ordinance effective at the time of sale, lease or construction.

2. No structure shall be commenced or erected on any of said premises until plans showing plot plan including paved areas, landscaping, buildings and storage areas; parking and loading areas; design and type of construction of all buildings, elevations, roof design, exterior color scheme, design of all fences and barriers, landscaping details, and all other pertinent exterior features are approved by LANDEL, INC., its successors or assigns which shall act as an architectural committee until 100% of the premises has been sold by the Trustee and then by a committee elected by the then owners of a majority of the premises. In the event there is no committee in existence or in the event such committee fails to indicate its approval or disapproval within 30 days after written request so to do, such request to be filed with the committee, then approval of the committee shall not be required; provided the design, location and kind of materials and buildings to be built on said premises shall be governed by all other restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity. This shall include any additions to any structure erected on the premises.

3. No building or any portion thereof or attachment thereto shall be constructed, erected, permitted or maintained over 35 feet in height.

4. Plans for all signs must show location, design, color, lighting, etc., and must conform to the City of Scottsdale Sign Ordinance.

5. All buildings shall be of masonry block construction, its equivalent or better. Certain patented construction systems, utilizing pre-fabricated components of other materials may be used with prior approval of the Architectural Committee referred to in Paragraph 2.

6. All outside storage areas, except aircraft parking, shall be screened on all sides with an approved screen, and nothing may be stored therein which will project above the screen. Material used for said screens to be approved by the Architectural Committee referred to in Paragraph 2.

7. All buildings shall be designed with the dock and/or loading areas on the side or rear of the structure, and shall be subject to screening as required for outside storage areas.

8. All buildings, and improvements, appurtenances, vacant land, etc., shall at all times be kept in a safe, clean, attractive and good state of repair. In the case of vacant land, land shall be treated or surfaced to be free of weeds.

9. All air conditioning and heating units mounted on the roof of any building shall be screened with an approved screen. All flood or spot lights shall be so placed as not to direct or reflect the light upon adjoining lots or disturb adjoining property owners.

Exterior of all buildings and other exterior improvements requiring paint shall be painted. Excluded shall be decorative materials such as brick, stone, prefinished, pre-fabricated materials. Painted surfaces shall be maintained to provide a neat appearance at all times.

Upon subdivision of the premises:

10. (a) Initial land to building ratio including set-backs, off-street parking and loading shall be 4 to 1, with maximum area to be covered by buildings to be 50% of the total land area. Initial land to building ratio may be modified upon approval of the Architectural Committee referred to in Paragraph 2, but in no case exceed 50%.

(b) Minimum lot street frontage will be 100 feet, except on lots fronting on a Cul de Sac in which case the lot width at the set back line shall be no less than 100 feet.

(c) Minimum lot size shall be 20,000 sq. ft.

(d) Buildings on all streets shall have a minimum set-back of 50 feet. Building set-backs along taxiways for the common use of all lots lying north of Butherus Drive contained within Thunderbird Industrial Airpark No. 3 shall be in accordance with I-1 zoning ordinances imposed by the City of Scottsdale, a municipal corporation of the State of Arizona.

(e) Side and rear yard building lines will be 20 feet from lot line, except where side or rear borders a street or taxiway, then specified set-back for the condition shall apply. Fences and/or screens cannot be closer to the street than set-back line; provided, however, that the provisions hereof shall not be applicable to the following lot lines and parcels:

A. Lot 61, except that portion described as follows:
Beginning at the Northwest corner of Lot 61 of THUNDERBIRD INDUSTRIAL AIRPARK NO. 3 Subdivision as recorded in Book 145, page 28, Maricopa County Records, Maricopa County, Arizona; thence Southwesterly along the Northwesterly line of said Lot 61, South $33^{\circ}39'00''$ West, a distance of 224.11 feet; thence Southeasterly along a curve concave Southwesterly and having a radius of 1050.00 feet through a central angle of $4^{\circ}37'58''$, a curved distance of 84.90 feet; thence North $43^{\circ}55'6''$ East, a distance of 282.32 feet to the Southwesterly Right-of-Way line of Karen Drive, as shown on said THUNDERBIRD INDUSTRIAL AIRPARK NO. 3 plat; thence Westerly along a curve concave Southerly and having a radius of 100.00 feet through a central angle of $38^{\circ}8'10''$, a curved distance of 66.56 feet to a point of compound curvature; thence Westerly along a curve concave Northerly and having a radius of 100.00 feet through a central angle of $51^{\circ}7'39''$, a curved distance of 89.23 feet to the Point of Beginning.

B. The Southeasterly boundary of the following described parcel: The North 24.81 feet of Lot 63.

C. The Southeasterly boundary of Lots 64 and 65.

D. The common boundary (lot line) between the parcel described as the North 24.81 feet of Lot 63, and lot 64; between Lot 64 and Lot 65; and between Lot 67 and Lot 68.

E. The Southeasterly boundary of Lots 40, 41 and 42.

F. The common boundary (lot line) between Lots 40 and 41.

G. The Southeasterly and Southerly boundary of the parcel described as Lot 33, THUNDERBIRD INDUSTRIAL AIRPARK NO. 3, except the West 101.11 feet thereof.

(f) Any lot or tract which may be divided shall be so divided that the parts or parcels into which the same is divided shall not be less than the minimum lot size and shall front on a street existing or on a street established or dedicated at the time said lot or tract is divided, unless otherwise approved by Architectural Committee referred to in Paragraph 2.

(g) Any 2 or more lots or tracts may be combined into one, or fractions of lots or tracts may be combined into one as long as the remainder is not less than the minimum lot size, and meet other provisions and requirements of these covenants.

(h) Any re-platting of lots or parcels as specified in sub-paragraphs (f) and (g) must be approved by Architectural Committee referred to in Paragraph 2, and the City of Scottsdale, if required by ordinance.

(i) Any lot or parcel is not required to have frontage on a taxiway. However, a lot fronting on a taxiway must also front on a street.

(j) Parking and taxiway areas including driveways, aprons, etc., must be paved with a hard surface material.

(k) Off-street parking areas as specified must be included in each building lot or parcel as follows: Manufacturing Plants; 1 car space for each 500 sq. ft. of floor area. R4-R zoned areas as specified in the City of Scottsdale ordinances. The Architectural Committee referred to in Paragraph 2 has the right to increase the amount of required car parking should the intended use of the property warrant.

(l) Each car space shall be no less than 200 sq. ft.

(m) Drive entrances shall have a radius of no less than 25 feet if curved.

(n) One loading space must be available for each 25,000 sq. ft. or fraction thereof of building, and shall be off-street.

(o) Guest parking may be provided in the front or side yard, upon approval of the Architectural Committee referred to in Paragraph 2.

(p) Access roads in the vicinity of taxiways will be used for taxiways, thus no on-street parking may be permitted. Loading is not permitted on a taxiway.

11. Aircraft Users: All users of aircraft utilizing taxiways and/or the runway at the Scottsdale Municipal Airport must abide by all regulations imposed by the City of Scottsdale and/or the FAA.

12. Aircraft users storing aircraft on off-airport property may be required to install prop-wash or blast protection as required to protect his neighbor or adjoining property, streets or taxiways.

13. All aircraft stored on private property, off-airport must be tied-down.

14. No bulk aircraft fuels may be stored off-airport on private property without permission of the Architectural Committee referred to in Paragraph 2.

15. No damaged aircraft may be stored on any tract or lot except for a period not to exceed 10 days.

16. Aircraft may be taxied only on designated taxiways and in designated areas on the individual lot or tract, and must be operated in a safe manner and in accordance with FAA requirements.

17. No use is permitted which creates any danger to health and safety to surrounding areas and which would create offensive noise, vibration, smoke, dust, odors, heat or glare.

18. In case of any conflict between these covenants and the Ordinances of the City of Scottsdale, it is the intention these covenants will not be less restrictive than those of the City of Scottsdale, however, they may be more restrictive than those of the City of Scottsdale.

19. Each and every deed or lease of any lot or tract shall contain all covenants and conditions listed herein, by reference, and shall extend to and be binding upon any person, firm, corporation or association acquiring any interest in the premises.

20. In the event any covenant, condition or restriction herein set forth shall be declared to be invalid or void, such invalidity shall in no way affect the validity or enforceability of the remainder of said covenants, conditions or restrictions.

21. The foregoing restrictions and covenants run with the land and the title thereto, and shall extend to and be binding upon all persons, legal entity, grantees, their successors and assigns, and any owner or lessee or any person or legal entity having any interest in the premises until December 31, 2071, unless amended or modified in whole or part by and/or at the request and direction of LANDEL, INC., its successors or assigns until 100 percent of the premises has been sold by the Trustee and then by a committee elected by the then owners of a majority of the premises

22. If any person or legal entity shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons or legal entity owning any portion of the premises to prosecute any proceedings at law or in equity against the person, persons or legal entity violating or attempting to violate any such covenants or restrictions and either to prevent him, them, or it from so doing or to recover damages or other dues for such violation; provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed of record upon said premises or any part thereof. Should

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any of the restrictions or provisions herein contained be held invalid or void,
the rest of the restrictions shall in no way be affected thereby.

IN WITNESS WHEREOF, MINNESOTA TITLE COMPANY, as Trustee, has hereunto
caused its corporate name to be signed and its corporate seal to be affixed and
the same to be attested by the signature of its authorized officers, this 21st
day of July, 1975.

Executed at the request and direction
of LANDEL, INC.

BY:

F. R. Lupton, Jr.
F. R. Lupton, Jr.
Vice President

MINNESOTA TITLE COMPANY, as Trustee
under its Trust No. 762

BY:

Edward A. Krutel
Edward A. Krutel
Trust Officer

STATE OF Arizona)
County of Maricopa)

ss

On this, the 18th day of July, 1975, before me, the under-
signed officer, personally appeared F. R. Lupton, Jr., Vice President
of Landel, Inc., and that, as such officer, being authorized so to do,
executed the foregoing instrument for the purposes therein contained by signing
the name of the corporation, by himself as such officer.

Catherine S. Burkhardt
Notary Public

My commission expires: 12-22-75

STATE OF ARIZONA)
County of Maricopa)

ss

On this, the 21st day of July, 1975, before me, the undersigned
officer, personally appeared Edward A. Krutel who acknowledged himself to be
the Trust Officer of Minnesota Title Company, an Arizona corporation, as Trustee,
and that he, as such officer, being authorized so to do executed the foregoing
instrument for the purposes therein contained, by signing the name of the corpora-
tion by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Catherine S. Burkhardt
Notary Public

My commission expires:

My Commission Expires Oct 10 1975

STATE OF ARIZONA }
County of Maricopa } ss

I hereby certify that the with-
in instrument was filed and re-
corded at request of

Minnesota Title Company

JUL 22 1975

11:20 AM

402-407

Witness my hand and official
at the day and year aforesaid.

Don Freestone
County Recorder

1-5
Scottsdale Industrial Airpark, Inc.
G. Box 820
Scottsdale, AZ 85252

162590

OK 122651169

MOD RSTR

AMENDMENT TO DECLARATION OF RESTRICTIONSKNOW ALL MEN BY THESE PRESENTS:

That Minnesota Title Company, an Arizona corporation as Trustee under Trust 762, acting pursuant to the directions of Landel, Inc., in accordance with the terms and provisions of Paragraph 21 of that certain Declaration of Restrictions recorded in Docket 9255, page 230, records of Maricopa County, Arizona, desiring to amend and establish the nature of the use and enjoyment of the property described therein, does hereby declare that

Lots Thirty-one (31) through Seventy-two (72) inclusive, THUNDERBIRD INDUSTRIAL AIRPARK NO. 3, according to the plat of record in the office of the Maricopa County Recorder in Book 145 of Maps, page 28, are subject to the following express covenants, stipulations and restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. Uses of said property shall be as specified in the current applicable City of Scottsdale Zoning Ordinance effective at the time of sale, lease or construction.

2. No structure shall be commenced or erected on any of said premises until plans showing plot plan including paved areas, landscaping, buildings and storage areas, parking and loading areas, design and type of construction of all buildings, elevations, roof design, exterior color scheme, design of all fences and barriers, landscaping details, and all other pertinent exterior features are approved by LANDEL, INC., its successors or assigns which shall act as an architectural committee until 100% of the premises has been sold by the Trustee and then by a committee elected by the then owners of a majority of the premises. In the event there is no committee in existence or in the event such committee fails to indicate its approval or disapproval within 30 days after written request so to do, such request to be filed with the committee, then approval of the committee shall not be required; provided the design, location and kind of materials and buildings to be built on said premises shall be governed by all other restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity. This shall include any additions to

any structure erected on the premises.

3. No building or any portion thereof or attachment thereto shall be constructed, erected, permitted or maintained over 35 feet in height.

4. Plans for all signs must show location, design, color, lighting, etc., and must conform to the City of Scottsdale Sign Ordinance.

5. All buildings shall be of masonry block construction, its equivalent or better. Certain patented construction systems, utilizing pre-fabricated components of other materials may be used with prior approval of the Architectural Committee referred to in Paragraph 2.

6. All outside storage areas, except aircraft parking, shall be screened on all sides with an approved screen, and nothing may be stored therein which will project above the screen. Material used for said screens to be approved by the Architectural Committee referred to in Paragraph 2.

7. All buildings shall be designed with the dock and/or loading areas on the side or rear of the structure, and shall be subject to screening as required for outside storage areas.

8. All buildings, and improvements, appurtenances, vacant land, etc., shall at all times be kept in a safe, clean, attractive and good state of repair. In the case of vacant land, land shall be treated or surfaced to be free of weeds.

9. All air conditioning and heating units mounted on the roof of any building shall be screened with an approved screen. All flood or spot lights shall be so placed as not to direct or reflect the light upon adjoining lots or disturb adjoining property owners.

Exterior of all buildings and other exterior improvements requiring paint shall be painted. Excluded shall be decorative materials such as brick, stone, prefinished, pre-fabricated materials. Painted surfaces shall be maintained to provide a neat appearance at all times.

Upon subdivision of the premises:

10. (a) Initial land to building ratio including set-backs, off-street parking and loading shall be 4 to 1, with maximum area to be covered by buildings to be 50% of the total land area. Initial land to building ratio may be modified

upon approval of the Architectural Committee referred to in Paragraph 2, but in no case exceed 50%.

(b) Minimum lot street frontage will be 100 feet, except on lots fronting on a Cul de Sac in which case the lot width at the set back line shall be no less than 100 feet.

(c) Minimum lot size shall be 20,000 sq. ft.

(d) Buildings on all streets shall have a minimum set-back of 50 feet. Building set-backs along taxiways for the common use of all lots lying north of Butherus Drive contained within Thunderbird Industrial Airpark No. 3 shall be in accordance with I-1 zoning ordinances imposed by the City of Scottsdale, a municipal corporation of the State of Arizona.

(e) Side and rear yard building lines will be 20 feet from lot line, except where side or rear borders a street or taxiway, then specified set-back for the condition shall apply. Fences and/or screens cannot be closer to the street than set-back line; provided, however, that the provisions hereof shall not be applicable to the following lot lines and parcels:

A. Lot 61, except that portion described as follows:
Beginning at the Northwest corner of Lot 61 of THUNDERBIRD INDUSTRIAL AIRPARK NO. 3 Subdivision as recorded in Book 145, page 28, Maricopa County Records, Maricopa County, Arizona; thence Southwesterly along the Northwestern line of said Lot 61, South $33^{\circ}39'00''$ West, a distance of 224.11 feet; thence Southeasterly along a curve concave Southwesterly and having a radius of 1050.00 feet through a central angle of $4^{\circ}37'58''$, a curved distance of 84.00 feet; thence North $43^{\circ}55'6''$ East, a distance of 282.32 feet to the Southwesterly Right-of-Way line of Karen Drive, as shown on said THUNDERBIRD INDUSTRIAL AIRPARK NO. 3 plat; thence Westerly along a curve concave Southerly and having a radius of 100.00 feet through a central angle of $38^{\circ}8'10''$, a curved distance of 66.56 feet to a point of compound curvature; thence Westerly along a curve concave Northerly and having a radius of 100.00 feet through a central angle of $51^{\circ}7'39''$, a curved distance of 89.23 feet to the Point of Beginning.

B. The Southeasterly boundary of the following described parcel: The North 24.81 feet of Lot 63.

C. The Southeasterly boundary of Lots 64 and 65.

D. The common boundary (lot line) between the parcel described as the North 24.81 feet of Lot 63, and Lot 64; between Lot 64 and Lot 65; and between Lot 67 and Lot 68.

E. The Southeasterly boundary of Lots 40, 41 and 42.

F. The common boundary (lot line) between Lots 40 and 41.

G. The Southeasterly and Southerly boundary of the parcel

described as Lot 33, THUNDERBIRD INDUSTRIAL AIRPARK NO. 3, except the West 101.11 feet thereof.

H. The common boundary between that portion of Lot 67, THUNDERBIRD INDUSTRIAL AIRPARK NO. 3 Subdivision as recorded in Book 145, page 28, Maricopa County Records, Maricopa County, Arizona, described as Lot 67-A: Beginning at the Northwest corner of said Lot 67; thence S 89°42'16" E, a distance of 100.00 feet; thence S 00°17'44" W, a distance of 81.49 feet; thence S 26°50'49" E, a distance of 178.12 feet to the Northwestern line of 75th Street as shown on said subdivision plat; thence Southwesterly along a curve concave Southerly and having a radius of 680.00 feet through a central angle of 15°35'02", a curved distance of 184.95 feet to a point of reverse curve; thence Westerly along a curve concave Northerly and having a radius of 25.00 feet through a central angle of 74°24'42", a curved distance of 32.47 feet; thence N 00°17'44" E, a distance of 348.49 feet to the Point of Beginning, and

The common boundary between that portion of Lot 67, THUNDERBIRD INDUSTRIAL AIRPARK NO. 3 Subdivision as recorded in Book 145, page 28, Maricopa County Records, Maricopa County, Arizona, described as Lot 67-B: Beginning at the Northwest corner of said Lot 67; thence S 89°42'16" E, a distance of 100.00 feet to the True Point of Beginning; thence S 89°42'16" E, a distance of 247.97 feet to the Northeast corner of said Lot 67; thence S 00°17'44" W, a distance of 111.15 feet to the Northerly line of 75th Street as shown on said Subdivision plat; thence Southerly along a curve concave Southerly and having a radius of 100.00 feet through a central angle of 68°37'10", a curved distance of 119.76 feet to a point of reverse curve; thence Southerly along a curve concave Northwesterly and having a radius of 100.00 feet through a central angle of 43°36'40", a curved distance of 76.12 feet to a point of reverse curve; thence Southerly along a curve concave Southeasterly and having a radius of 680.00 feet through a central angle of 02°08'03", a curved distance of 25.33 feet to a point; thence N 26°50'49" W, a distance of 178.12 feet; thence N 00°17'44" E, a distance of 81.49 feet to the Point of Beginning.

(f) Any lot or tract which may be divided shall be so divided that the parts or parcels into which the same is divided shall not be less than the minimum lot size and shall front on a street existing or on a street established or dedicated at the time said lot or tract is divided, unless otherwise approved by Architectural Committee referred to in Paragraph 2.

(g) Any 2 or more lots or tracts may be combined into one, or fractions of lots or tracts may be combined into one as long as the remainder is not less than the minimum lot size, and meet other provisions and requirements of these covenants.

(h) Any re-platting of lots or parcels as specified in sub-paragraphs (f) and (g) must be approved by Architectural Committee referred to in Paragraph 2, and the City of Scottsdale, if required by ordinance.

(i) Any lot or parcel is not required to have frontage on a taxiway. However, a lot fronting on a taxiway must also front on a street.

(j) Parking and taxiway areas including driveways, aprons, etc., must be paved with a hard surface material.

(k) Off-street parking areas as specified must be included in each building lot or parcel as follows: Manufacturing Plants; 1 car space for each 500 sq. ft. of floor area. R4-R zoned areas as specified in the City of Scottsdale ordinances. The Architectural Committee referred to in Paragraph 2 has the right to increase the amount of required car parking should the intended use of the property warrant.

(l) Each car space shall be no less than 200 sq. ft.

(m) Drive entrances shall have a radius of no less than 25 feet if curved.

(n) One loading space must be available for each 25,000 sq. ft. or fraction thereof of building, and shall be off-street.

(o) Guest parking may be provided in the front or side yard, upon approval of the Architectural Committee referred to in Paragraph 2.

(p) Access roads in the vicinity of taxiways will be used for taxiways, thus no on-street parking may be permitted. Loading is not permitted on a taxiway.

11. Aircraft Users: All users of aircraft utilizing taxiways and/or the runway at the Scottsdale Municipal Airport must abide by all regulations imposed by the City of Scottsdale and/or the FAA.

12. Aircraft users storing aircraft on off-airport property may be required to install prop-wash or blast protection as required to protect his neighbor or adjoining property, streets or taxiways.

13. All aircraft stored on private property, off-airport must be tied-down.

14. No bulk aircraft fuels may be stored off-airport on private property without permission of the Architectural Committee referred to in Paragraph 2.

15. No damaged aircraft may be stored on any tract or lot except for

a period not to exceed 10 days.

16. Aircraft may be taxed only on designated taxiways and in designated areas on the individual lot or tract, and must be operated in a safe manner and in accordance with FAA requirements.

17. No use is permitted which creates any danger to health and safety to surrounding areas and which would create offensive noise, vibration, smoke, dust, odors, heat or glare.

18. In case of any conflict between these covenants and the Ordinances of the City of Scottsdale, it is the intention these covenants will not be less restrictive than those of the City of Scottsdale, however, they may be more restrictive than those of the City of Scottsdale.

19. Each and every deed or lease of any lot or tract shall contain all covenants and conditions listed herein, by reference, and shall extend to and be binding upon any person, firm, corporation or association acquiring any interest in the premises.

20. In the event any covenant, condition or restriction herein set forth shall be declared to be invalid or void, such invalidity shall in no way affect the validity or enforceability of the remainder of said covenants, conditions or restrictions.

21. The foregoing restrictions and covenants run with the land and the title thereto, and shall extend to and be binding upon all persons, legal entity, grantees, their successors and assigns, and any owner or lessee or any person or legal entity having any interest in the premises until December 31, 2071, unless amended or modified in whole or part by and/or at the request and direction of LANDEL, INC., its successors or assigns until 100 percent of the premises has been sold by the Trustee and then by a committee elected by the then owners of a majority of the premises.

22. If any person or legal entity shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons or legal entity owning any portion of the premises to prosecute any proceedings at law or in equity against the person, persons or legal entity

violating or attempting to violate any such covenants or restrictions and either to prevent him, them, or it from so doing or to recover damages or other dues for such violation; provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed of record upon said premises or any part thereof. Should any of the restrictions or provisions herein contained be held invalid or void, the rest of the restrictions shall in no way be affected thereby.

IN WITNESS WHEREOF, MINNESOTA TITLE COMPANY, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of its authorized officers, this 24th day of May, 1977.

Executed at the request and direction
of LANDEL, INC.

MINNESOTA TITLE COMPANY, as Trustee
under its Trust No. 762

By: Tom R. VanSickle
Tom R. VanSickle, President

By: Kelly Marie Robertson

STATE OF ARIZONA)
) ss
County of Maricopa)

On this, the 23rd day of May, 1977, before me the undersigned officer, personally appeared TOM R. VAN SICKLE, PRESIDENT OF LANDEL, INC., an Arizona corporation, and that, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jorge R. Beck
Notary Public

My Commission Expires: January 15, 1980

DK12265P61176

STATE OF ARIZONA)
County of Maricopa) ss

On this, the 24th day of May, 1977, before me, the undersigned officer, personally appeared Kelly Marie Robinson who acknowledged himself to be the TRUST OFFICER of MINNESOTA TITLE COMPANY, an Arizona corporation as Trustee, and that he, as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lois Jane Reed
Notary Public

My Commission Expires:

My Commission Expires May 23, 1979

JUN 10 1977 -245

STATE OF ARIZONA
County of Maricopa

I hereby certify that the within instrument was filed and recorded at request of

ARIZONA TITLE

in Docket 12265
on page 1167-1176

Witness my hand and official seal the day and year aforesaid.

Tom Freestone

County Recorder
by J. Sanders
Deputy Recorder

350

WHEN RECORDED, RETURN TO:

City of Scottsdale
One Stop Shop/Records
(Airport/Jennifer Lewis)
7447 E Indian School Road, Suite 100
Scottsdale, AZ 85251

18187-3-1-1--
Gonzalesj

Exempt from Affidavit of Value
under A R S § 11-1134(A)(2, 3)



CITY OF SCOTTSDALE
NOISE AND AVIGATION EASEMENT AND
COVENANT NOT TO SUE

APN 215-56-047

WHEREAS, Triple C Airport Properties, hereinafter called "Grantor," is the owner of that certain property located in Maricopa County, Arizona, legally described in Exhibit "A" attached hereto (the "Property"), and

NONE ATTACHED

WHEREAS, Grantor has been advised and is of the opinion that a portion of the Property is located in a noise-influence area, that these present and future noise influences might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use and enjoyment of the Property in its intended use, that these noise influences might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variations, and time-of-day variations, that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise influences, and that Grantor's or the user's own personal perceptions of the noise exposure could change and that his or her sensitivity to aircraft noise could increase,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey a permanent and perpetual noise and avigation easement to the City of Scottsdale ("Grantee"), owner and operator of Scottsdale Airport (the "Airport"), and to Grantee's grantees, lessees, sublessees, permittees, invitees, successors and assigns, for the purpose of the passage of all aircraft (for purposes of this instrument, "aircraft" means any contrivance or device now known or hereafter invented, used or designed to navigate, or fly in, the air) in and through the "Navigable Airspace" (as hereinafter defined) over and above the Property, together with the right to cause in said Navigable Airspace noise, vibration and all other effects that may be caused by the operation of aircraft landing or taking off from, or operated at or on, the Airport

Grantor, for and on behalf of itself, its successors and assigns, further covenants and agrees that upon the Property no use shall be permitted that causes a discharge into the air of fumes, smoke or dust which will obstruct visibility and adversely affect the operation of aircraft or cause any interference with navigational facilities necessary to aircraft operation

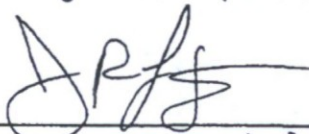
Grantor, for and on behalf of itself, its successors and assigns, waives, remises and releases any right, claim or cause of action which Grantor has now, or which Grantor may have in the future against, and covenants not to sue, Grantee and/or its past, present, and future officers, officials, directors, employees and agents, and Grantee's grantees, leasees, sub-leasees, permittees, invitees, successors and assigns, due to such noise, vibration, and other effects that may be caused by the operation of aircraft in and through the Navigable Airspace, and/or landing and taking off from, or operating at or on the Airport, regardless of any future changes in volume or character of aircraft overflights, types of aircraft, changes in airport layout and operating policies, or changes in air traffic control procedures

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Grantor, for and on behalf of itself, its successors and assigns, further acknowledges that the easement, covenant not to sue and other agreements contained herein contemplate and include all existing and future operations at the Airport, so long as the operations are conducted in compliance with the requirements of applicable laws and regulations from time to time, that future aircraft numbers and types will most likely increase and noise patterns may also increase, and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of changes in the flight volume or noise, traffic patterns, runway length or location, or characteristics or type or category of aircraft using the Airport

Grantor and Grantee understand and agree that this easement, its covenants and agreements, including all benefits and burdens, run with the land and are binding upon and shall inure to the benefit of their respective successors and assigns


"Navigable Airspace" means airspace above the minimum altitudes of flight prescribed by regulations under subparts II and III of part A of subtitle VII of title 49 of the United States Code, including airspace needed to ensure safety in the takeoff and landing of aircraft (49 U S C § 40102(a)(30) (as amended))


_____, Grantor
Triple C Airpark Properties, LLC

By John Lentz

Its Sole Member

CITY OF SCOTTSDALE, an Arizona
municipal corporation

By 

Scott T. Gray
Aviation Director

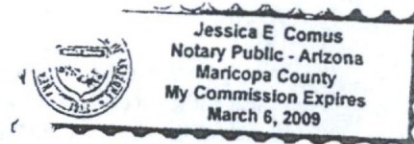
ODMA\PCDOCS\DM_SCOTTSDALE\4008512\2

STATE OF AZ)
 County of Maricopa) ss

The foregoing instrument was acknowledged before me this 11 day of April, 2008, by John Lentz of _____, for and on behalf of Grantor

Jessica E Comus
 Notary Public

My commission expires _____



STATE OF Arizona)
 County of Maricopa) ss

The foregoing instrument was acknowledged before me this 21st day of April, 2008, by Scott Gray, Aviation Director, for and on behalf of City of Scottsdale

Diana M Maggola
 Notary Public

My commission expires _____

April 1, 2010



21/2
When Recorded Mail To:
Landel, Inc.
P. O. Box 820
Scottsdale, Arizona 85252

Courtesy of
Stewart Title & Trust of Phoenix
NOT INSURED

CKT 9255 125 230

9255-230

42825 02-R MISC.

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That STEWART TITLE & TRUST OF PHOENIX, an Arizona corporation, as Trustee under Trust Nos. 1265 and 1266, is the owner of all of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots Thirty-one (31) through Seventy-two (72) inclusive, THUNDERBIRD INDUSTRIAL AIRPARK No. 3, according to the plat of record in the office of the Maricopa County Recorder in Book 145 of Maps, page 28.

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictive covenants running with the title of said premises and with each and every part and parcel thereof, to-wit:

1. Uses of said property shall be as specified in the current applicable City of Scottsdale Zoning Ordinance effective at the time of sale, lease or construction.
2. No structure shall be commenced or erected on any of said premises until plans showing plot plan including paved areas, landscaping, buildings and storage areas; parking and loading areas; design and type of construction of all buildings, elevations, roof design, exterior color scheme, design of all fences and barriers, landscaping details, and all other pertinent exterior features are approved by LANDEL, INC., its successors or assigns which shall act as an architectural committee until 100% of the premises has been sold by the Trustee and then by a committee elected by the then owners of a majority of the premises. In the event there is no committee in existence or in the event such committee fails to indicate its approval or disapproval within 30 days after written request so to do, such request to be filed with the committee, then approval of the committee shall not be required; provided the design, location and kind of materials and buildings to be built on said premises shall be governed by all other restrictions herein set forth and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity. This shall include any additions to any structure erected on the premises.
3. No building or any portion thereof or attachment thereto shall be constructed, erected, permitted or maintained over 35 feet in height.
4. Plans for all signs must show location, design, color, lighting, etc., and must conform to the City of Scottsdale Sign Ordinance.
5. All buildings shall be of masonry block construction, its equivalent or better. Certain patented construction systems, utilizing pre-fabricated components of other materials may be used with prior approval of the Architectural Committee referred to in Paragraph 2.
6. All outside storage areas except aircraft parking, shall be screened on all sides with an approved screen, and nothing may be stored therein which will project above the screen. Material used for said screens to be approved by the Architectural Committee referred to in Paragraph 2.
7. All buildings shall be designed with the dock and/or loading areas on the side or rear of the structure, and shall be subject to screening as required for outside storage areas.
8. All buildings, and improvements, appurtenances, vacant land etc., shall at all times be kept in a safe, clean, attractive and good state of repair. In the case of vacant land, land shall be treated or surfaced to be free of weeds.
9. All air conditioning and heating units mounted on the roof of any building shall be screened with an approved screen. All flood or spot lights shall be so placed as not to direct or reflect the light upon adjoining lots or disturb adjoining property owners.

DKT 9255 PAGE 231

Exterior of all buildings and other exterior improvements requiring paint shall be painted. Excluded shall be decorative materials such as brick, stone, prefinished, pre-fabricated materials. Painted surfaces shall be maintained to provide a neat appearance at all times.

Upon subdivision of the premises:

10. (a) Initial land to building ratio including set-backs, off-street parking and loading shall be 4 to 1, with maximum area to be covered by buildings to be 50% of the total land area. Initial land to building ratio may be modified upon approval of the Architectural Committee referred to in Paragraph 2, but in no case exceed 50%.

(b) Minimum lot street frontage will be 100 feet, except on lots fronting on a Cul de Sac in which case the lot width at the set back line shall be no less than 100 feet.

(c) Minimum lot size shall be 20,000 sq. ft.

(d) Buildings on all streets shall have a minimum set-back of 50 feet. Building set-back along taxiways for the common use shall be 50 feet; and parallel to the runway of the Scottsdale Municipal Airport shall be a minimum of 500 feet from the centerline of the runway or as required by the FAA or the City of Scottsdale.

(e) Side and rear yard building lines will be 20 feet from lot line, except where side or rear borders a street or taxiway, then specified set-back for the condition shall apply. Fences and/or screens cannot be closer to the street than set-back line.

(f) Any lot or tract which may be divided shall be so divided that the parts or parcels into which the same is divided shall not be less than the minimum lot size and shall front on a street existing or on a street established or dedicated at the time said lot or tract is divided, unless otherwise approved by Architectural Committee referred to in Paragraph 2.

(g) Any 2 or more lots or tracts may be combined into one, or fractions of lots or tracts may be combined into one as long as the remainder is not less than the minimum lot size, and meet other provisions and requirements of these covenants.

(h) Any re-platting of lots or parcels as specified in sub-paragraphs (f) and (g) must be approved by Architectural Committee referred to in Paragraph 2, and the City of Scottsdale, if required by ordinance.

(i) Any lot or parcel is not required to have frontage on a taxiway, however, a lot fronting on a taxiway must also front on a street.

(j) Parking and taxiway areas including driveways, aprons, etc., must be paved with a hard surface material.

(k) Off-street parking areas as specified must be included in each building lot or parcel as follows: Manufacturing Plants; 1 car space for each 500 sq. ft. of floor area. R4-R zoned areas as specified in the City of Scottsdale ordinances. The Architectural Committee referred to in Paragraph 2 has the right to increase the amount of required car parking should the intended use of the property warrant.

(l) Each car space shall be no less than 200 sq. ft.

(m) Drive entrances shall have a radius of no less than 25 feet if curved.

(n) One loading space must be available for each 25,000 sq. ft. or fraction thereof of building, and shall be off-street.

(o) Guest parking may be provided in the front or side yard, upon approval of the Architectural Committee referred to in Paragraph 2.

EX-9255-232

(p) Access roads in the vicinity of taxiways will be used for taxiways, thus no-on street parking may be permitted. Loading is not permitted on a taxiway.

11. Aircraft Users: All users of aircraft utilizing taxiways and/or the runway at the Scottsdale Municipal Airport must abide by all regulations imposed by the City of Scottsdale and/or the FAA.

12. Aircraft users storing aircraft on off-airport property may be required to install prop-wash or blast protection as required to protect his neighbor or adjoining property, streets or taxiways.

13. All aircraft stored on private property, off-airport must be tied-down.

14. No bulk aircraft fuels may be stored off-airport on private property without permission of the Architectural Committee referred to in Paragraph 2.

15. No damaged aircraft may be stored on any tract or lot except for a period not to exceed 10 days.

16. Aircraft may be taxied only on designated taxiways and in designated areas on the individual lot or tract, and must be operated in a safe manner and in accordance with FAA requirements.

17. No use is permitted which creates any danger to health and safety to surrounding areas and which would create offensive noise, vibration, smoke, dust, odors, heat or glare.

18. In case of any conflict between these covenants and the Ordinances of the City of Scottsdale, it is the intention these covenants will not be less restrictive than those of the City of Scottsdale, however, they may be more restrictive than those of the City of Scottsdale.

19. Each and every deed or lease of any lot or tract shall contain all covenants and conditions listed herein, by reference, and shall extend to and be binding upon any person, firm, corporation or association acquiring any interest in the premises.

20. In the event any covenant, condition or restriction herein set forth shall be declared to be invalid or void, such invalidity shall in no way affect the validity or enforceability of the remainder of said covenants, conditions or restrictions.

21. The foregoing restrictions and covenants run with the land and the title thereto, and shall extend to and be binding upon all persons, legal entity, grantees, their successors and assigns, and any owner or lesser or any person or legal entity having any interest in the premises until December 31, 2071, unless amended or modified in whole or part by and/or at the request and direction of LANDEL, INC., its successors or assigns until 100% of the premises has been sold by the trustee and then by a committee elected by the then owners of a majority of the premises.

22. If any person or legal entity shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any person or persons or legal entity owning any portion of the premises to prosecute any proceedings at law or in equity against the person, persons or legal entity violating or attempting to violate any such covenants or restrictions and either to prevent him, them, or it from so doing or to recover damages or other dues for such violations; provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed of record upon said premises or any part thereof. Should any of the restrictions or provisions herein contained be held invalid or void, the rest of the restrictions shall in no way be affected thereby.

IN WITNESS WHEREOF, STEWART TITLE & TRUST OF PHOENIX, an Arizona corporation, as trustee, has hereto caused its corporate name to be signed and the same to be attested by the signature of its duly authorized officers, this 22nd day of February, 1972.

STEWART TITLE & TRUST OF PHOENIX,
as trustee

By

Sam T. Little
Vice President

By

Michael J. Lloyd
Trust Officer

CKT 9255 PAGE 233

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this, the 22nd day of February, 1972, before me, the undersigned Notary Public, personally appeared Ed M. Phillips and Maxwell L. Lloyd, who acknowledged themselves to be the Vice President and Trust Officer of STEWART TITLE & TRUST OF PHOENIX, an Arizona corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Edmund J. Anderson
 Notary Public

My Commission Expires: My Commission Expires Sept 12, 1975

I hereby certify that the within instrument was filed and recorded at Phoenix, Arizona at
STEWART TITLE & TRUST
FEB 22 1972-430
 in District **9255**
 on page **230-233**
 Witness my hand and official seal this day of February, 1972.

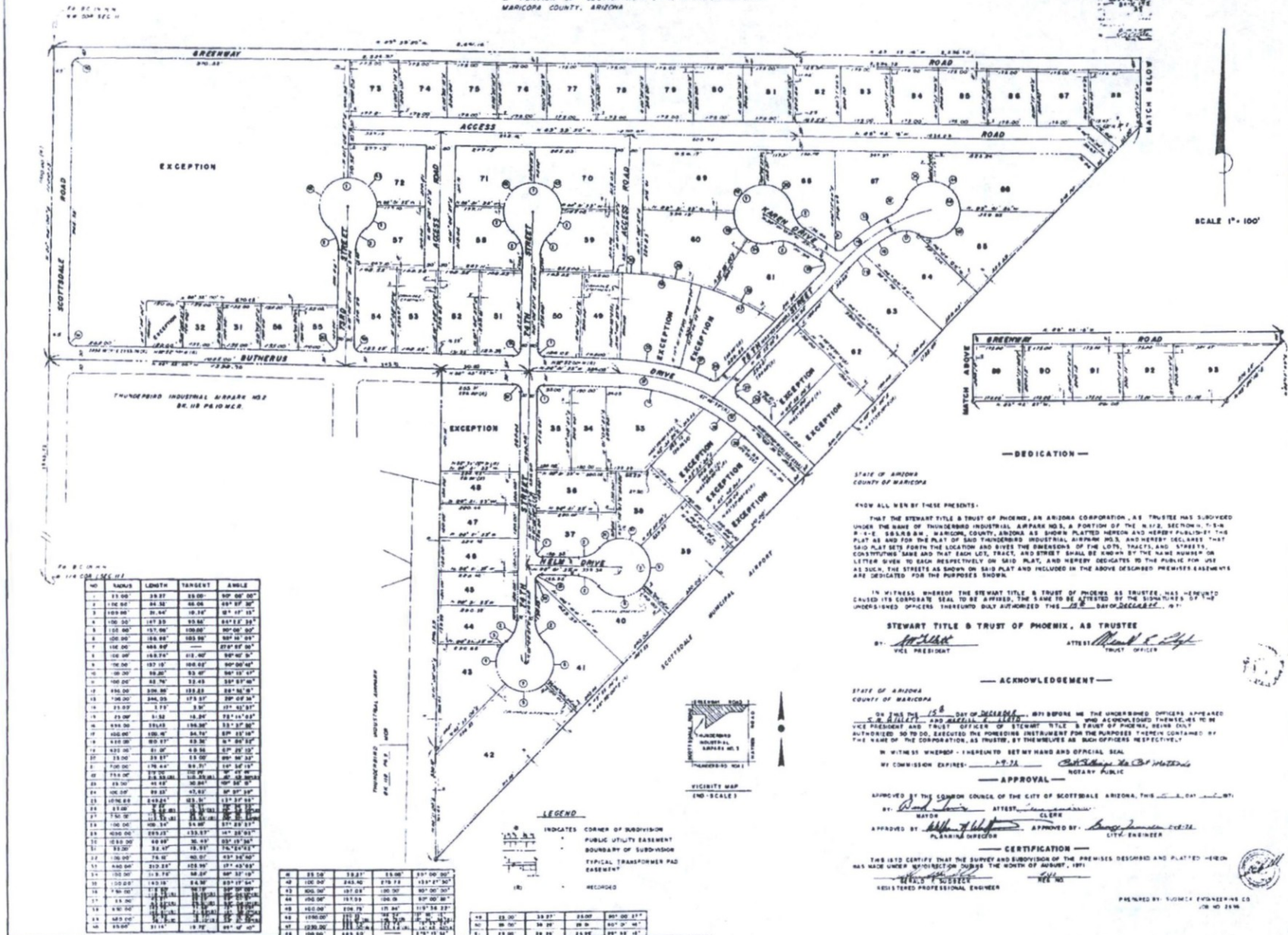
By Alyce K. Kitchin
 Deputy Recorder

2nd

THUNDERBOLT INDUSTRIAL AIRPARK NO. 3

A PORTION OF SECTION 11, T. 3 - N. R. 4 - E. G55R28B1
MARICOPA COUNTY, ARIZONA

145-28



STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

THAT THE STEWARD TITLE & TRUST OF PHOENIX, AN ARIZONA CORPORATION, AS TRUSTEE HAS SUBMITTED UNDER THE NAME OF THUNDERBOLT INDUSTRIAL AIRPARK NO. 3 A PORTION OF THE 11TH SECTION, T. 3 - N. R. 4 - E. G55R28B1, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLICLY SET THE PLAT AS AND FOR THE PLAT OF SAID THUNDERBOLT INDUSTRIAL AIRPARK NO. 3, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND BOUNDS OF THE LOTS, TRACTS, AND STREETS, CONTAINING THEREIN AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NAME SHOWN ON LATTER WHEN TO EACH RESPECTIVELY ON SAID PLAT, AND HEREBY DEDICATED TO THE PUBLIC FOR USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

IN WITNESS WHEREOF THE STEWARD TITLE & TRUST OF PHOENIX AS TRUSTEE HAS HEREUNTO CAUSED ITS CORPORATE SEAL TO BE AFFIXED, THE SAME TO BE ATTESTED BY TWO UNDESIDED OFFICERS THEREUNTO AUTHORIZED THE 15th DAY OF DECEMBER, 1971.

STEWARD TITLE & TRUST OF PHOENIX, AS TRUSTEE

BY: *[Signature]*
VICE PRESIDENT

ATTEST: *[Signature]*
TRUST OFFICER

— ACKNOWLEDGEMENT —

STATE OF ARIZONA
COUNTY OF MARICOPA

ON THIS 15th DAY OF DECEMBER, 1971 BEFORE ME THE UNDERSIGNED OFFICERS APPEARED *[Signature]* AND *[Signature]* WHO ACKNOWLEDGED THEMSELVES TO BE VICE PRESIDENT AND TRUST OFFICER OF STEWARD TITLE & TRUST OF PHOENIX, BEING DULY AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY THE NAME OF THE CORPORATION AS TRUSTEE, BY THE UNDERSIGNED AS SUCH OFFICERS RESPECTIVELY.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: 1-1-72

[Signature]
NOTARY PUBLIC

— APPROVAL —

APPROVED BY THE COMMON COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, THIS 15th DAY OF DECEMBER, 1971.

BY: *[Signature]*

ATTEST: *[Signature]*
CLERK

APPROVED BY: *[Signature]*
PLANNING DEPARTMENT

APPROVED BY: *[Signature]*
CITY ENGINEER

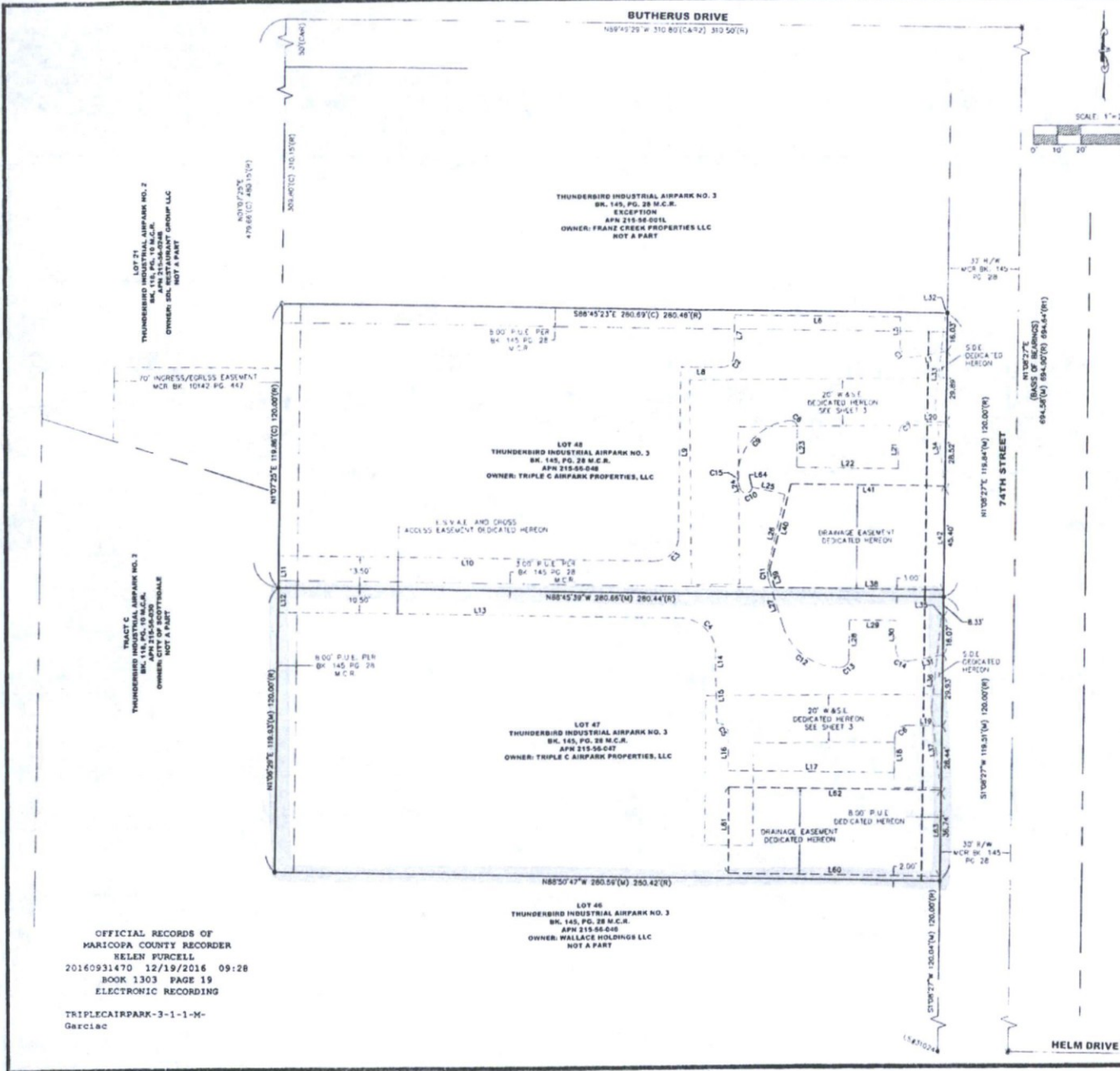
— CERTIFICATION —

THIS CERTIFICATE CERTIFIES THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER SUPERVISION DURING THE MONTH OF AUGUST, 1971.

WILLIS F. GUSTY
REGISTERED PROFESSIONAL ENGINEER

SEE NO.

PREPARED BY: TOWN & COUNTRY ENGINEERS, INC.
P.O. BOX 2146



```

4 SECT 1/2" HARRY BEBAN 3/5/58/3 UNLESS NOTED
5 * FOUNDED BEBAN NO CAR, AFTER L5 25833 CAR UNLESS NOTED
6 * FOUNDED BEBAN CAR FURN
7 * FOUNDED BEBAN CAR IN HARDWARE
8 * FOUNDED BEBAN X
9
10 APL ADDRESS MARKET NUMBER
11 R/A RIGHT OF WAY
12 (T-1) TRUCK
13 R/A R/W & HAZZ
14 M/R MARICOPA COUNTY RECORDS
15 P/R PUBLIC UTILITY EASEMENT
16 T/E SIGN DISTANCE EASEMENT
17 BASE WATER AND SEWER FACILITIES EASEMENT
18
19 S/L-2 (MAYORS) 1 AND SERVICE VEHICLE ACCESS EASEMENT
20 (1) UNRECORDED DATA FOR THIS SURVEY
21 (2) UNRECORDED DATA FOR THIS SURVEY
22 (3) UNRECORDED DISTRICT, MAPBOOK NO. 3
23 (4) PER M/S IN SEC. 36, P. 231
24 (5) AGRICULTURE DEPOSITARY ASSEMBLY
25 PER M/S IN SEC. 36, P. 231
26
27 (2) RECORD OF SURVEY

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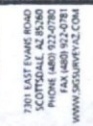
Low Table			Low Table		
LOW	DIRECTION	LENGTH	LOW	DIRECTION	LENGTH
1	S79°28'47"W	14.29	128	S18°59'39"W	16.207
15	N10°55'17"E	11.97	129	N00°51'01"W	20.007
16	N80°51'01"E	70.20	130	N10°59'19"E	11.15
17	S15°58'15"E	17.27	131	S78°50'23"W	14.307
18	N00°51'01"E	16.90	132	N00°51'01"E	0.77
19	S10°19'15"W	72.23	133	S01°49'58"W	39.30
20	N38°45'19"E	156.65	134	S02°01'07"E	35.63
21	S10°17'22"E	13.50	135	N00°51'01"W	0.77
22	N15°28'28"E	10.50	136	S01°49'58"W	39.30
23	N00°45'39"E	162.76	137	S02°01'07"E	35.63
24	N10°58'45"E	6.08	138	N00°45'39"E	71.587
25	S10°17'22"E	22.83	139	S12°24'01"E	7.68
26	S10°22'12"E	15.00	140	S01°49'58"W	37.45
27	S00°51'01"E	70.00	141	N00°47°45"E	65.86
28	N10°29'17"E	15.007	142	N10°58'03"E	83.26
29	S00°51'01"E	15.01	143	N00°50'47"E	89.24
30	N00°51'01"E	9.99	144	N10°30°44"E	36.117
31	N11°29'24"E	15.007	145	S00°58'52'17"E	65.84
32	N00°51'01"E	43.00	146	S10°27'27"W	36.15
33	S10°29'28"W	16.607			
34	N10°46'44"W	3.80			
35	N10°46'42"W	14.05			
36	N12°31'16"E	31.57			
37	N10°58'16"W	20.40			

CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C-1	101°31'49"	5.01'	8.83'	549.3015° 7.73'
C-2	90°01'28"	5.00'	7.85'	548°08'59" 7.07'
C-3	90°05°08"	10.00'	15.72'	548°11'47" 14.15'
C-4	89°54'38"	15.00'	23.54'	543°48'20" 21.20'
C-5	89°01'53"	5.00'	7.86'	543°55'57" 7.07'
C-6	89°59'32"	5.00'	7.85'	548°09'13" 7.07'
C-7	89°51'29"	5.00'	7.85'	548°15'51" 7.07'
C-8	87°31'48"	5.00'	5.12'	547°45'56" 4.52'
C-9	88°01'21"	25.00'	34.92'	543°17°56" 32.15'
C-10	150°00'00"	2.50'	5.64'	508°13'56" 4.83'
C-11	90°00'00"	10.00'	5.24'	511°40'44" 5.18"
C-12	73°32'15"	23.02'	32.72'	553°33°05" 29.96'
C-13	90°00'00"	3.50'	5.00'	546°08'56" 4.95'
C-14	101°38'36"	5.00'	8.84'	549°30'19" 7.73'
C-15	20°03'56"	3.00'	1.75'	56°44°56" 1.74'

MAP OF MEDICATION
14840 AND 14818 NORTH 74TH ST.
SCOTTSDALE, ARIZONA



DRAWING NAME:
16-039 MOD
JOB NO. 2016-039
DRAWN: JPH
CHECKED: JAS
DATE: 12-1-16
SCALE: 1"=20'
SHEET: 2 OF 3



SIG
SURVEY INNOVATION
GROUP, INC.
Land Surveying Services

**MAP OF DEDICATION
14840 AND 14818 NORTH 74TH ST.
SCOTTSDALE, ARIZONA**



DRAWING NAME
15-039 MOD
JOB NO. 2016-039
DRAWN JPH
CHECKED JAS
DATE 12-1-16
SCALE: 1"=20'
SHEET 3 OF 3

When recorded, return to:

Nancy E. Murphy, Paralegal
Santerre & Vande Krol, Ltd.
7920 E. Thompson Peak Parkway,
Suite 150
Scottsdale, Arizona 85255



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2005-1920113 12/21/05 09:03
1 OF 1

HEMSLEYE

QUIT CLAIM DEED

JOHN R. LEVITZ, a married man, dealing with his sole and separate property, as Grantor,

HEREBY QUIT CLAIMS TO:

TRIPLE C AIRPARK PROPERTIES, LLC, an Arizona limited liability company, as Grantee,

ALL RIGHT, TITLE AND INTEREST of Grantor, together with all rights and privileges appurtenant to or becoming appurtenant to, the following-described property, to wit:

See Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this 13th day of DECEMBER, 2005.

John R. Levitz

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 13th day of December, 2006, before me, a Notary Public, personally appeared John R. Levitz, to me known or satisfactorily proven to be the person whose name is subscribed to this instrument and he acknowledged to me that he executed the same.

April M. Crow
Notary Public

My commission expires:



PARCEL 1:

Lot 47, of THUNDERBIRD INDUSTRIAL AIRPARK NO. 3, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 145 of Maps, Page 28.

EXCEPTING all uranium, thorium or any other material which is or may be determined to be peculiarly essential to production of fissionable materials as reserved in instrument recorded in Docket 1185, Page 139.

PARCEL 2:

Lot 48, of THUNDERBIRD INDUSTRIAL AIRPARK NO. 3, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 145 of Maps, Page 28.

TOGETHER with an easement over that portion of Lot 21, of THUNDERBIRD INDUSTRIAL AIRPARK NO. 2, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 118 of Maps, Page 10, described as follows:

BEGINNING at the Southeast corner of said Lot 21, thence North along the East boundary line a distance of 53.17 feet; thence West at a true right angle with East boundary line, a distance of 70.0 feet; thence South parallel with the East boundary line to the South boundary line of said Lot 21; thence Southeasterly along the South boundary line to the true point of beginning.

EXCEPTING all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to production of fissionable materials as reserved in instrument recorded in Docket 1185, Page 139.

EXHIBIT A

+ AMERICAN TITLE SERVICE, ATS, JBAR		MARICOPA, AZ
11/01/2018 10:06AM MWLB	ORDER SEARCH RESULTS	PAGE 1 OF 1
ORDER: 103742	TOF:	COMMENT:

SEARCH PARAMETERS

PARCEL: 215-56-047 (PERMIT DATEDOWNS)

✓ PARCEL: 215-56-047 0

OWNER: TRIPLE C AIRPARK PROPERTIES LLC	INSTRUMENT 2005 1920113	REC DATE 12/21/2005
SITUS: 14818 N 74TH ST SCOTTSDALE		
MAIL: 2688 E ROSE GARDEN LN PHOENIX, AZ 85050		
PLAT: 145 - 28 LOT 47		
LEGAL: THUNDERBIRD INDUSTRIAL AIRPARK NO 3		

CURRENT TAXES	INFORMATION THROUGH 10/19/2018
----------------------	------------------------------------------

	LAND	IMPR	EXEMPT	RATE	AREA	SPECIAL DISTRICTS
PRIMARY	229,553	0	0	7.6218	691400	30002
SECONDARY	110,484	180,090	0	4.1180		
2018 TOTAL TAX BILLED				26,949.10		

	2018 TAX AMT	TAX DUE	INTEREST	DATE PAID	TOTAL DUE
FIRST HALF	13,474.55	0.00	0.00	09/06/2018	0.00
SECOND HALF	13,474.55	0.00	0.00	09/06/2018	0.00
TOTAL CURRENT TAXES DUE 11/18			0.00		
			12/18	0.00	

BACK TAXES	INFORMATION THROUGH 10/19/2018
-------------------	------------------------------------------

NO BACK TAXES

ASSESSMENTS

NO ASSESSMENTS

ADDITIONAL PROPERTY INFORMATION

STANDARD LAND USE: WAREHOUSE

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

END SEARCH

Appeals of Dedication, Exactions or Zoning Regulations



Rights of Property Owner

In addition to the other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication of exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) when an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violations of Arizona and federal court decision.

Appeal Procedure

The appeal must be in writing and specify the City action appealed and the date final action was taken, and must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken

- No fee will be charged for filing
- The city Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- The City will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication of exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial nevo with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

City's Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
480-312-2405

Address your appeal to:

Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd
Scottsdale, AZ 85251

Please be aware that City Staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

Planning and Development Services

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ www.scottsdaleaz.gov

**Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications**

I hereby certify that I am the owner of property located at:

14818 N. 74th Street, Scottsdale, AZ 85260

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner

Date

11/7/18

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

a. Street Address: 14818 N. 74th Street, Scottsdale, AZ 85260

b. County Tax Assessor's Parcel Number: 215-56-047

c. General Location: Scottsdale Airpark, 74th Street and Helm Drive

d. Parcel Size: 33,708 SF

e. Legal Description: See attached

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Lance Meinhold

Jim Larson

Date

31 October, 2018

31 October, 2018

_____, 20____

_____, 20____

Signature

Lance A. Meinhold

James I. Larson

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.ScottsdaleAZ.gov

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 14818 N. 74th Street, Scottsdale, AZ 85260
- b. County Tax Assessor's Parcel Number: 215-56-047
- c. General Location: Scottsdale Airport, 74th Street and Helm Drive
- d. Parcel Size: 33,708 SF
- e. Legal Description: See attached

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
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Name (printed)

John LEVITZ

Date

11/7/18, 20__

Signature

[Signature]

_____, 20__

_____, 20__

_____, 20__

_____, 20__

_____, 20__

_____, 20__

_____, 20__

_____, 20__

_____, 20__

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.ScottsdaleAZ.gov